

FILED

IN DISTRICT COURT

NOV 17 2014

**IN THE DISTRICT COURT OF CARTER COUNTY
STATE OF OKLAHOMA**

AT _____ o'clock _____ for
KAREN VOLINO, Court Clerk
Carter County, Oklahoma

**JEREMEY BELL aka
JEREMY BELL and
CYNTHIA BELL,**

PLAINTIFFS,

VS.

**ALLSTATE VEHICLE AND
PROPERTY INSURANCE COMPANY,**

DEFENDANT.

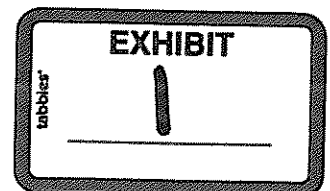
**Attorney Lien Claimed
Jury Trial Demanded**

CASE NO. CJ-2014- 246

PETITION

COME NOW Plaintiffs, Jeremey Bell, aka Jeremy Bell and Cynthia Bell, by and through their attorneys of record, Zelbst Holmes & Butler, and for their causes of action against Defendant, Allstate Vehicle and Property Insurance Company, allege and state as follows:

1. Plaintiffs are residents of Ardmore, Carter County, Oklahoma.
2. Defendant, Allstate Vehicle and Property Insurance Company, conducts business in Carter County, Oklahoma.
3. Plaintiffs and Defendant entered a contract of insurance wherein Defendant, in exchange for a premium paid by Plaintiffs, agreed to provide home owners insurance on Plaintiffs' residence located in Ardmore, Carter County, Oklahoma. Pursuant to that agreement Defendant issued Policy # 985 692 048. Said policy, included, among other coverage, dwelling protection.
4. On January 7, 2014, Jeremy Bell noticed water dripping from the ceiling in one of the bedrooms inside the residence. He went into the attic and discovered water everywhere and



there was mold and fungus growing. After further inspection of the attic, he discovered that a vent pipe had dislodged.

5. Defendant received notice of the above referenced loss on January 8, 2014.
6. Defendant has failed and refused to pay Plaintiffs' claim.
7. Defendant had a duty to promptly and properly investigate Plaintiffs' loss but failed to do so.
8. Defendant had a duty to promptly evaluate Plaintiffs' claim but failed to do so.
9. Defendant had a duty to pay its home owners coverage policy limits to Plaintiffs but failed to do so.
10. Defendant had a duty to fairly and in good faith deal with Plaintiffs but failed to do so.

FIRST CAUSE OF ACTION

COME NOW Plaintiffs and reallege and incorporates the allegations set forth in paragraphs 1-10, and for their First Cause of Action allege and state as follows:

11. Defendant issued to Plaintiffs a home owners policy. Said policy was in full force and effect on the date of loss of January 7, 2014.
12. On January 8, 2014, Plaintiffs reported the loss to Defendant.
13. On April 2, 2014, Plaintiffs made a claim pursuant to the terms of their policy for the amount of \$19,741.05.
14. Defendant has wrongfully failed and refused to pay the claim.
15. Defendant's actions constitute bad faith.

16. The acts of Defendant are oppressive, done intentionally and without just cause or excuse, or with wanton and reckless disregard for the rights of Plaintiffs, entitling Plaintiffs to punitive damages so as to punish Defendant.

SECOND CAUSE OF ACTION

COME NOW Plaintiffs and reallege and readopt the allegations set forth in paragraphs 1-16, and for their Second Cause of Action allege and state as follows:

17. Defendant's acts and omissions constitute bad faith and a material breach of its contract with Plaintiffs.

18. Defendant's acts and omissions above mentioned have caused Plaintiffs to suffer actual and consequential damages.

19. The acts of Defendant are oppressive, done intentionally and without just cause or excuse, or with wanton and reckless disregard for the rights of Plaintiffs, entitling Plaintiffs to punitive damages so as to punish Defendant.

THIRD CAUSE OF ACTION

COME NOW Plaintiffs and reallege and readopt all allegations as set forth in paragraphs 1-19 and for their Third Cause of Action allege and state as follows:

20. Defendant was negligent in it's handling of Plaintiffs' property damage claim, and it's acts and omissions constitute a breach of its obligation to deal fairly and in good faith with it's own insured.

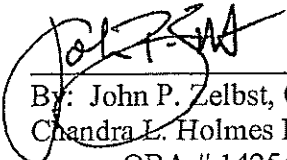
21. Defendant's acts and omissions above mentioned have caused Plaintiffs to suffer actual and consequential damages.

22. The acts of Defendant are oppressive, done intentionally and without just cause or excuse, or with wanton and reckless disregard for the rights of Plaintiffs, entitling Plaintiffs to punitive damages so as to punish Defendant.

WHEREFORE, premises considered, Plaintiffs respectfully requests this Court to enter judgment in their favor and against Defendant for actual, consequential and punitive damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), the cost of this action, reasonable attorney fees and such other and further relief as the Court deems just and equitable.

Respectfully Submitted,

Zelbst Holmes & Butler



By: John P. Zelbst, OBA # 9991

Chandra L. Holmes Ray,

OBA # 14254

David Butler, OBA # 16912

411 S.W. 6th Street / PO Box 365

Lawton, Oklahoma 73502-0365

Tel: (580) 248-4844 / Fax: (580) 248-6916

ATTORNEYS FOR PLAINTIFFS